

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re:  MARIA A. TOWNES,  Debtor,  REVERSE MORTGAGE SOLUTIONS, INC.,  Movant,  v.  MARIA A. TOWNES and WILLIAM C. MILLER, Ch. 13 Trustee  Respondents	Bankruptcy No. 16-16498-amc  Chapter 13  Document No.
---	---

MOTION OF REVERSE MORTGAGE SOLUTIONS, INC., FOR RELIEF FROM THE  
AUTOMATIC STAY TO PERMIT REVERSE MORTGAGE SOLUTIONS, INC., TO  
FORECLOSE ON 614 WASHINGTON AVENUE, MEDIA, PA, 19063

Secured Creditor, REVERSE MORTGAGE SOLUTIONS, INC., by and through the undersigned counsel, hereby moves this Court, pursuant to 11 U.S.C. § 362(d), for a modification of the automatic stay provisions for cause, and, in support thereof, states the following:

1. Debtor(s), Maria A. Towns filed a voluntary petition pursuant to Chapter 13 of the United States Bankruptcy Code on September 14, 2016.
2. Jurisdiction of this cause is granted to the Bankruptcy Court pursuant to 28 U.S.C. § 1334, 11 U.S.C. § 362(d), Fed. R. Bankr. P. 4001(a), and all other applicable rules and statutes affecting the jurisdiction of the Bankruptcy Courts generally.
3. On January 31, 2007, Maria A. Towns executed and delivered a Promissory Note (“Note”) and Reverse Mortgage (“Mortgage”) securing payment of the Note in the amount of

\$345,000.00 to Vertical Lending Inc. The Mortgage was recorded on March 8, 2007 in Book 04047 at Page 1821 of the Public Records of Delaware County, Pennsylvania. The loan was transferred to Secured Creditor. True and accurate copies of documents establishing a perfected security interest and ability to enforce the terms of the Note are attached hereto as Composite Exhibit "A." The documents include copies of the Note with any required indorsements, Recorded Mortgage, Assignment(s) of Mortgage, and any other applicable documentation supporting the right to seek a lift of the automatic stay and foreclose, if necessary.

4. The Mortgage provides Secured Creditor a lien on the real property located in Delaware County, Pennsylvania, and legally described as follows:

ALL THAT CERTAIN LOT OF GROUND, SITUATE IN THE TOWNSHIP OF NEITHER PROVIDENCE, COUNTY OF DELAWARE AND STATE OF PENNSYLVANIA, BEING LOT #7 IN BLOCK "D", ON THE PLAN OF TOWN OF SOUTH MEDIA, A S FOLLOWS, TO WIT;

BOUNDED ON THE NORTHWEST BY FENN STREET ON THE NORTHEAST BY LOT #6 OF SAID BLOCK ON THE SOUTHEAST BY WASHINGTON STREET ON THE SOUTHWEST OF LOT #2 ON SAID BLOCK.

CONTAINING IN FRONT OF SAID WASHINGTON STREET THIRTY FEET AND EXTENDING IN DEPTH BETWEEN PARALLEL LINES AT RIGHT ANGLES TO SAID WASHINGTON STREET ONE HUNDRED FORTY FEET TO SAID PENN STREET.

CONTAINING FOUR THOUSAND TWO HUNDRED SQUARE FEET OF GROUND.

This property is located at the street address of: 614 Washington Avenue, Media, PA, 19063.

5. The terms of the aforementioned Note and Mortgage have been in default, and remain in default. The terms and conditions of the Note and Mortgage are in default due to failure to perform an obligation under the Mortgage by failure to maintain property hazard

insurance in the amount of \$1,494.00.

6. Secured Creditor is due \$236,203.06 as of March 17, 2017.
7. According to Debtor's Schedule D, the value of the property is \$200,968.00. See Exhibit "B" which is attached hereto and permissible as a property valuation under Fed. R. Evid. 803(8).
8. Based upon the Debtor(s)' Chapter 13 Plan (Docket No. 27), the Debtor is curing the prepetition arrears through the Plan.
9. Secured Creditor's security interest in the subject property is being significantly jeopardized by Debtor(s)' failure to comply with the terms of the subject loan documents while Secured Creditor is prohibited from pursuing lawful remedies to protect such interest. Secured Creditor has no protection against the erosion of its collateral position and no other form of adequate protection is provided.
10. If Secured Creditor is not permitted to enforce its security interest in the collateral or be provided with adequate protection, it will suffer irreparable injury, loss, and damage.
11. Secured Creditor respectfully requests the Court grant it relief from the Automatic Stay in this cause pursuant to §362(d)(1) of the Bankruptcy Code, for cause, namely the lack of adequate protection to Secured Creditor for its interest in the above stated collateral. The value of the collateral is insufficient in and of itself to provide adequate protection which the Bankruptcy Code requires to be provided to the Secured Creditor. Secured Creditor additionally seeks relief from the Automatic Stay pursuant to §362(d)(2) of the Bankruptcy Code, as the collateral is unnecessary to an effective reorganization of the Debtor's assets.
12. Secured Creditor has incurred court costs and attorney's fees in this proceeding and will incur additional fees, costs and expenses in foreclosing the Mortgage and in preserving and

protecting the property, all of which additional sums are secured by the lien of the Mortgage. Secured Creditor seeks an award of its reasonable attorneys' fees and costs, or alternatively, leave to seek recovery of its reasonable attorneys' fees and costs in any pending or subsequent foreclosure proceeding.

13. Once the stay is terminated, the Debtor(s) will have minimal motivation to insure, preserve, or protect the collateral; therefore, Secured Creditor requests that the Court waive the 14-day stay period imposed by Fed.R.Bankr.P. 4001(a)(3).

WHEREFORE, Secured Creditor, prays this Honorable Court enter an order modifying the automatic stay under 11 U.S.C. § 362(d) to permit Secured Creditor to take any and all steps necessary to exercise any and all rights it may have in the collateral described herein, to gain possession of said collateral, to seek recovery of its reasonable attorneys' fees and costs incurred in this proceeding, to waive the 14-day stay imposed by Fed.R.Bankr.P. 4001(a)(3), and for any such further relief as this Honorable Court deems just and appropriate.

Respectfully submitted,

BERNSTEIN-BURKLEY, P.C.

By: /s/ Peter J. Ashcroft  
Peter J. Ashcroft, Esq.  
PA I.D. #87317  
pashcroft@bernsteinlaw.com  
707 Grant Street, Suite 2200, Gulf Tower  
Pittsburgh, PA 15219  
Phone: (412) 456-8107  
Fax: (412) 456-8135

Counsel for Reverse Mortgage Solutions,  
Inc.

Dated: May 19, 2017